

# CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

CABLE ADDRESSES

CRAVATH, N. Y.

CRAVATH, PARIS

CRAVATH, LONDON E. C. 2

JUN 26 1981 - 2 15 PM  
INTERSTATE COMMERCE COMMISSION  
1-177AD38

No. JUN 26 1981  
Date.....  
Fee \$.....  
ICC Washington, D. C.

June 25, 1981

COUNSEL  
MAURICE T. MOORE  
CARLYLE E. MAW

ROSWELL L. GILPATRICK  
ALBERT R. CONNELLY  
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GEORGE O. TYLER  
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TELEX: 290530  
33 THROMMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 1-606-1421  
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BENJAMIN F. CRANE  
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JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
MELVIN L. BEDRICK  
GEORGE T. LOWY  
ROBERT ROSENMAN  
JAMES H. DUFFY  
ALAN J. HRUSKA  
JOHN E. YOUNG  
JAMES M. EDWARDS  
DAVID G. ORMSBY  
DAVID L. SCHWARTZ  
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FREDERICK A. O. SCHWARZ, JR.  
CHRISTINE BESHAR  
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DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
ALLEN FINKELSON  
RONALD S. ROLFE  
JOSEPH R. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON  
RICHARD L. HOFFMAN  
JOSEPH A. MULLINS  
MAX R. SHULMAN  
WILLIAM P. DICKEY  
STUART W. GOLD  
JOHN W. WHITE  
JOHN E. BEERBOWER

*BLUE COVER*

Amendment Agreement No. 2 Dated as of May 1, 1981  
Amending Lease Filed under Recordation No. 12249-B

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of General American Transportation Corporation for filing and recordation counterparts of the following document:

Amendment Agreement No. 2 dated as of May 1, 1981, among General American Transportation Corporation, as Lessee and as Builder, The Connecticut Bank and Trust Company, as Trustee, Public Employee's Retirement Association of Colorado, as Investor and Westinghouse Credit Corporation, as Owner.

Amendment Agreement No. 2 amends a Lease of Railroad Equipment dated as of September 15, 1980, previously filed and recorded with the Interstate Commerce Commission on September 30, 1980, at 2:40 p.m., Recordation Number 12249-B, and an Amendment Agreement dated as of December 15, 1980, previously filed and recorded with the Interstate Commerce Commission on December 24, 1980, at 12:40 p.m., Recordation Number 12249-D.

Amendment Agreement No. 2 amends the Lease to adjust the rental factors and to increase the Termination and Casualty

RECEIVED  
JUN 22 2 09 PM '81  
I.C.C.  
FEDERAL OPERATION BR.

*Mrs. Gee -  
this one is  
12249-E*

*Open to part - Cindy Attorneys*

Value percentages.

Please file and record Amendment Agreement No. 2 submitted with this letter and assign it Recordation Number 12249-E.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for Amendment Agreement No. 2 .

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Susan E. Gorman", followed by a horizontal line.

Susan E. Gorman  
as Agent for General American  
Transportation Corporation.

Ms. Agatha L. Mergenovich,  
Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.

RECORDATION NO. 12249-E  
Filed 1429

JUN 26 1981 - 2 15 PM  
INTERSTATE COMMERCE COMMISSION

*Wm Wm*

[CS&M Ref. 3909-037B]

AMENDMENT AGREEMENT No. 2 dated as of May 1, 1981, among GENERAL AMERICAN TRANSPORTATION CORPORATION (hereinafter sometimes called the "Lessee" or the "Builder"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but solely as trustee (the "Trustee") for WESTINGHOUSE CREDIT CORPORATION (the "Owner"), and PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO (the "Investor").

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of September 15, 1980 (the "Lease");

WHEREAS the Trustee and the Investor have entered into an Assignment of Lease and Agreement dated as of September 15, 1980 (the "Lease Assignment");

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of December 15, 1980 ("Amendment Agreement No. 1"), to delete 9 units of equipment;

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 30, 1980, at 1:30 p.m., and were assigned recordation numbers 12249-B and 12249-C, respectively;

WHEREAS Amendment Agreement No. 1 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 24, 1980, at 12:40 p.m., and was assigned recordation number 12249-D;

WHEREAS the Owner has authorized and instructed the Trustee to execute Amendment Agreement No. 2 as evidenced by its instruction attached hereto; and

WHEREAS the parties hereto desire to amend the Lease to adjust the rental factors and to increase the Termination and Casualty Value percentages.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The "Semi-Annual Lease Factor" of 4.759538% appearing in § 3 of the Lease, paragraph 1 is hereby deleted and 4.792521% is substituted therefor.

2. The "Renewal Option Rental Factor" of 2.379769% appearing in § 13 of the Lease, paragraph 1 is hereby deleted and 2.396261% is substituted therefor.

3. Schedule B to the Lease is hereby amended and restated in its entirety as shown in Exhibit A hereto.

4. Schedule C to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

5. The Lease Assignment is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

6. The Lessee will promptly cause Amendment Agreement No. 2 to be filed in accordance with the provisions of § 15 of the Lease.

7. Except as amended hereby the Lease and the Lease Assignment shall remain unaltered and in full force and effect.

8. The terms of Amendment Agreement No. 2 and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. Amendment Agreement No. 2 may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

GENERAL AMERICAN TRANSPORTATION  
CORPORATION,

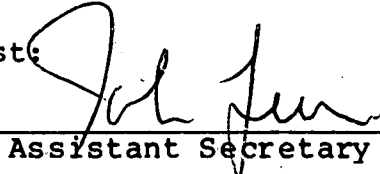
by



Treasurer

[Corporate Seal]

Attest:

  
Assistant Secretary

PUBLIC EMPLOYEES' RETIREMENT  
ASSOCIATION OF COLORADO,

by

[Seal]

Assistant Executive Secretary

Attest:

Assistant Executive Secretary

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity but solely as Trustee  
as aforesaid,

by

[Corporate Seal]

Authorized Officer

Attest:

Authorized Officer

STATE OF ILLINOIS,) )  
COUNTY OF COOK, ) ss.:

On this 15<sup>th</sup> day of May 1981, before me personally appeared (A.S. Aitschu) , to me personally known, who being by me duly sworn, says that he is a Treasurer of GENERAL AMERICAN TRANSPORTATION CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Susan M. Campbell  
Notary Public

[Notarial Seal]

My Commission Expires 12-8-84

STATE OF COLORADO, )  
 ) ss.:  
COUNTY OF DENVER, )

On this                    day of May 1981, before me personally appeared                    , to me personally known, who being by me duly sworn, says that he is a                    of PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO, that one of the seals affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Association.

Notary Public

[Notarial Seal]

## My Commission Expires

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this                    day of May 1981, before me personally appeared                   , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

## My Commission Expires

INSTRUCTION OF OWNER TO TRUSTEE

The Connecticut Bank and  
Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115.

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Trust Agreement dated as of September 15, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into Amendment Agreement No. 2 dated as of May 1, 1981, amending the Lease and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

WESTINGHOUSE CREDIT CORPORATION,

by \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[Corporate Seal]

Attest:  
  
\_\_\_\_\_



Lease of Railroad Equipment

## SCHEDULE B

## Casualty Value Percentage Schedule

Table 1

<u>Rental Payment Date</u>	<u>Percentage</u>
1/5/81	84.0794
7/5/81	85.0401
1/5/82	86.0952
7/5/82	86.8102
1/5/83	87.7155
7/5/83	88.3924
1/5/84	88.8719
7/5/84	89.1344
1/5/85	89.1885
7/5/85	89.0340
1/5/86	88.6850
7/5/86	88.1378
1/5/87	87.4111
7/5/87	86.4956
1/5/88	85.4201
7/5/88	84.1677
1/5/89	82.7762
7/5/89	81.2231
1/5/90	79.5530
7/5/90	77.7482
1/5/91	75.8425
7/5/91	73.8115
1/5/92	71.7180
7/5/92	69.5216
1/5/93	67.2952
7/5/93	64.9919
1/5/94	62.6950
7/5/94	60.3416
1/5/95	57.9988
7/5/95	55.5878
1/5/96	53.1232
7/5/96	50.5568

<u>Rental Payment Date</u>	<u>Percentage</u>
1/5/97	47.9252
7/5/97	45.1883
1/5/98	42.3791
7/5/98	39.4604
1/5/99	36.4676
7/5/99	33.3611
1/5/00	30.1798
7/5/00	26.8811
1/5/01	23.5073
7/5/01	22.4095
1/5/02	21.3991
7/5/02	20.3660
1/5/03	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the Investment Tax Credit (as defined in Section 17 relating to certain tax indemnities) as applicable. If a Unit shall suffer a Casualty Occurrence on or before the third, fifth and seventh anniversary of the date of delivery and acceptance of such Unit and the Owner shall be required to recapture all or a portion of the Investment Tax Credit by virtue of such Casualty Occurrence, the amount determined from Schedule I shall be increased by the applicable percentage of the Purchase Price set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	19.5317
Fifth	13.0218
Seventh	6.5099

Lease of Railroad Equipment

## SCHEDULE C

## Termination Value Percentage Schedule

<u>Termination Date</u>	<u>Percentage</u>
1/5/88	88.4627
7/5/88	89.6957
1/5/89	87.4653
7/5/89	85.7160
1/5/90	83.2142
7/5/90	81.1981
1/5/91	78.4776
7/5/91	76.2239
1/5/92	73.3408
7/5/92	70.9152
1/5/93	67.9307
7/5/93	65.3945
1/5/94	62.3746
7/5/94	59.7859
1/5/95	56.7569
7/5/95	54.1064
1/5/96	50.9897
7/5/96	48.1759
1/5/97	44.9275
7/5/97	41.9344
1/5/98	38.5461
7/5/98	35.3611
1/5/99	32.0838
7/5/99	28.6730
1/5/00	25.1661
7/5/00	21.5193
1/5/01	20.0000
7/5/01	20.0000
1/5/02	20.0000
7/5/02	20.0000
1/5/03	20.0000

AMENDMENT AGREEMENT No. 2 dated as of May 1, 1981, among GENERAL AMERICAN TRANSPORTATION CORPORATION (hereinafter sometimes called the "Lessee" or the "Builder"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but solely as trustee (the "Trustee") for WESTINGHOUSE CREDIT CORPORATION (the "Owner"), and PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO (the "Investor").

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of September 15, 1980 (the "Lease");

WHEREAS the Trustee and the Investor have entered into an Assignment of Lease and Agreement dated as of September 15, 1980 (the "Lease Assignment");

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of December 15, 1980 ("Amendment Agreement No. 1"), to delete 9 units of equipment;

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 30, 1980, at 1:30 p.m., and were assigned recordation numbers 12249-B and 12249-C, respectively;

WHEREAS Amendment Agreement No. 1 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 24, 1980, at 12:40 p.m., and was assigned recordation number 12249-D;

WHEREAS the Owner has authorized and instructed the Trustee to execute Amendment Agreement No. 2 as evidenced by its instruction attached hereto; and

WHEREAS the parties hereto desire to amend the Lease to adjust the rental factors and to increase the Termination and Casualty Value percentages.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The "Semi-Annual Lease Factor" of 4.759538% appearing in § 3 of the Lease, paragraph 1 is hereby deleted and 4.792521% is substituted therefor.

2. The "Renewal Option Rental Factor" of 2.379769% appearing in § 13 of the Lease, paragraph 1 is hereby deleted and 2.396261% is substituted therefor.

3. Schedule B to the Lease is hereby amended and restated in its entirety as shown in Exhibit A hereto.

4. Schedule C to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

5. The Lease Assignment is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

6. The Lessee will promptly cause Amendment Agreement No. 2 to be filed in accordance with the provisions of § 15 of the Lease.

7. Except as amended hereby the Lease and the Lease Assignment shall remain unaltered and in full force and effect.

8. The terms of Amendment Agreement No. 2 and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. Amendment Agreement No. 2 may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

GENERAL AMERICAN TRANSPORTATION  
CORPORATION,

by

[Corporate Seal]

\_\_\_\_\_  
Treasurer

Attest:

\_\_\_\_\_  
Assistant Secretary

PUBLIC EMPLOYEES' RETIREMENT  
ASSOCIATION OF COLORADO,

[Seal]

by Kenneth E. Beth  
Assistant Executive Secretary

Attest:

Carl S. Wickerson  
Assistant Executive Secretary

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity but solely as Trustee  
as aforesaid,

[Corporate Seal]

by

\_\_\_\_\_  
Authorized Officer

Attest:

\_\_\_\_\_  
Authorized Officer

STATE OF ILLINOIS, )  
COUNTY OF COOK, ) ss.:

On this                      day of May 1981, before me personally appeared                      , to me personally known, who being by me duly sworn, says that he is a                      of GENERAL AMERICAN TRANSPORTATION CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

**Notary Public**

[Notarial Seal]

## My Commission Expires

STATE OF COLORADO, )  
 ) ss.:  
COUNTY OF DENVER, )

On this <sup>27th</sup> day of May 1981, before me personally appeared Barbara C. Peterson, to me personally known, who being by me duly sworn, says that he is a Assistant Executive Secretary of PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO, that one of the seals affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Association.

**Notary Public**

[Notarial Seal]

## My Commission Expires

July 18, 1984

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this            day of May 1981, before me personally appeared           , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission Expires



INSTRUCTION OF OWNER TO TRUSTEE

The Connecticut Bank and  
Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115.

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Trust Agreement dated as of September 15, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into Amendment Agreement No. 2 dated as of May 1, 1981, amending the Lease and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

WESTINGHOUSE CREDIT CORPORATION,

by \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

Lease of Railroad Equipment

## SCHEDULE B

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Table 1

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1/5/95	57.9988
7/5/95	55.5878
1/5/96	53.1232
7/5/96	50.5568

Rental of Railroad Equipment  
Payment Date

Percentage

1/5/97	SCHEDULE C	47.9252
7/5/97		45.1883
1/5/98		42.3791
7/5/98	Value Percentage Schedule	39.4604
1/5/99		36.4676
7/5/99		33.3611
1/5/00		30.1798
7/5/00		26.8811
1/5/01		23.5073
7/5/01		22.4095
1/5/02		21.3991
7/5/02		20.3660
1/5/03		20.0000
1/5/04		
7/5/04		
1/5/05		
7/5/05		

Table 2

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Anniversary of  
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7/5/99	28.6730
1/5/00	25.1661
7/5/00	21.5193
1/5/01	20.0000
7/5/01	20.0000
1/5/02	20.0000
7/5/02	20.0000
1/5/03	20.0000

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4. Schedule C to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

5. The Lease Assignment is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

6. The Lessee will promptly cause Amendment Agreement No. 2 to be filed in accordance with the provisions of § 15 of the Lease.

7. Except as amended hereby the Lease and the Lease Assignment shall remain unaltered and in full force and effect.

8. The terms of Amendment Agreement No. 2 and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. Amendment Agreement No. 2 may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

GENERAL AMERICAN TRANSPORTATION  
CORPORATION,

by

[Corporate Seal]

\_\_\_\_\_  
Treasurer

Attest:

\_\_\_\_\_  
Assistant Secretary

PUBLIC EMPLOYEES' RETIREMENT  
ASSOCIATION OF COLORADO,

by

[Seal]

Assistant Executive Secretary

Attest:

Assistant Executive Secretary

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity but solely as Trustee  
as aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

STATE OF ILLINOIS,) )  
 ) ss.:  
 COUNTY OF COOK, )

On this            day of May 1981, before me personally appeared            , to me personally known, who being by me duly sworn, says that he is a            of GENERAL AMERICAN TRANSPORTATION CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF COLORADO,) )  
 ) ss.:  
 COUNTY OF DENVER, )

On this            day of May 1981, before me personally appeared            , to me personally known, who being by me duly sworn, says that he is a            of PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO, that one of the seals affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Association.

---

Notary Public

[Notarial Seal]

My Commission Expires



STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this 12<sup>th</sup> day of May 1981, before me personally appeared **DONALD E. SMITH**, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carol Lee Shattuck  
Notary Public

[Notarial Seal]

## My Commission Expires

**CAROL LEE SHATTUCK**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES MARCH 31, 1985**

INSTRUCTION OF OWNER TO TRUSTEE

The Connecticut Bank and  
Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115.

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Trust Agreement dated as of September 15, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into Amendment Agreement No. 2 dated as of May 1, 1981, amending the Lease and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

WESTINGHOUSE CREDIT CORPORATION,

by \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[Corporate Seal]

Attest:  
  
\_\_\_\_\_

Lease of Railroad Equipment

## SCHEDULE B

## Casualty Value Percentage Schedule

Table 1

<u>Rental Payment Date</u>	<u>Percentage</u>
1/5/81	84.0794
7/5/81	85.0401
1/5/82	86.0952
7/5/82	86.8102
1/5/83	87.7155
7/5/83	88.3924
1/5/84	88.8719
7/5/84	89.1344
1/5/85	89.1885
7/5/85	89.0340
1/5/86	88.6850
7/5/86	88.1378
1/5/87	87.4111
7/5/87	86.4956
1/5/88	85.4201
7/5/88	84.1677
1/5/89	82.7762
7/5/89	81.2231
1/5/90	79.5530
7/5/90	77.7482
1/5/91	75.8425
7/5/91	73.8115
1/5/92	71.7180
7/5/92	69.5216
1/5/93	67.2952
7/5/93	64.9919
1/5/94	62.6950
7/5/94	60.3416
1/5/95	57.9988
7/5/95	55.5878
1/5/96	53.1232
7/5/96	50.5568

<u>Rental Payment Date</u>	<u>Percentage</u>
1/5/97	47.9252
7/5/97	45.1883
1/5/98	42.3791
7/5/98	39.4604
1/5/99	36.4676
7/5/99	33.3611
1/5/00	30.1798
7/5/00	26.8811
1/5/01	23.5073
7/5/01	22.4095
1/5/02	21.3991
7/5/02	20.3660
1/5/03	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the Investment Tax Credit (as defined in Section 17 relating to certain tax indemnities) as applicable. If a Unit shall suffer a Casualty Occurrence on or before the third, fifth and seventh anniversary of the date of delivery and acceptance of such Unit and the Owner shall be required to recapture all or a portion of the Investment Tax Credit by virtue of such Casualty Occurrence, the amount determined from Schedule I shall be increased by the applicable percentage of the Purchase Price set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	19.5317
Fifth	13.0218
Seventh	6.5099

Lease of Railroad Equipment

## SCHEDULE C

## Termination Value Percentage Schedule

<u>Termination Date</u>	<u>Percentage</u>
1/5/88	88.4627
7/5/88	89.6957
1/5/89	87.4653
7/5/89	85.7160
1/5/90	83.2142
7/5/90	81.1981
1/5/91	78.4776
7/5/91	76.2239
1/5/92	73.3408
7/5/92	70.9152
1/5/93	67.9307
7/5/93	65.3945
1/5/94	62.3746
7/5/94	59.7859
1/5/95	56.7569
7/5/95	54.1064
1/5/96	50.9897
7/5/96	48.1759
1/5/97	44.9275
7/5/97	41.9344
1/5/98	38.5461
7/5/98	35.3611
1/5/99	32.0838
7/5/99	28.6730
1/5/00	25.1661
7/5/00	21.5193
1/5/01	20.0000
7/5/01	20.0000
1/5/02	20.0000
7/5/02	20.0000
1/5/03	20.0000

AMENDMENT AGREEMENT No. 2 dated as of May 1, 1981, among GENERAL AMERICAN TRANSPORTATION CORPORATION (hereinafter sometimes called the "Lessee" or the "Builder"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but solely as trustee (the "Trustee") for WESTINGHOUSE CREDIT CORPORATION (the "Owner"), and PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO (the "Investor").

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of September 15, 1980 (the "Lease");

WHEREAS the Trustee and the Investor have entered into an Assignment of Lease and Agreement dated as of September 15, 1980 (the "Lease Assignment");

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of December 15, 1980 ("Amendment Agreement No. 1"), to delete 9 units of equipment;

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 30, 1980, at 1:30 p.m., and were assigned recordation numbers 12249-B and 12249-C, respectively;

WHEREAS Amendment Agreement No. 1 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 24, 1980, at 12:40 p.m., and was assigned recordation number 12249-D;

WHEREAS the Owner has authorized and instructed the Trustee to execute Amendment Agreement No. 2 as evidenced by its instruction attached hereto; and

WHEREAS the parties hereto desire to amend the Lease to adjust the rental factors and to increase the Termination and Casualty Value percentages.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The "Semi-Annual Lease Factor" of 4.759538% appearing in § 3 of the Lease, paragraph 1 is hereby deleted and 4.792521% is substituted therefor.

2. The "Renewal Option Rental Factor" of 2.379769% appearing in § 13 of the Lease, paragraph 1 is hereby deleted and 2.396261% is substituted therefor.

3. Schedule B to the Lease is hereby amended and restated in its entirety as shown in Exhibit A hereto.

4. Schedule C to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

5. The Lease Assignment is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

6. The Lessee will promptly cause Amendment Agreement No. 2 to be filed in accordance with the provisions of § 15 of the Lease.

7. Except as amended hereby the Lease and the Lease Assignment shall remain unaltered and in full force and effect.

8. The terms of Amendment Agreement No. 2 and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. Amendment Agreement No. 2 may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

GENERAL AMERICAN TRANSPORTATION  
CORPORATION,

by

[Corporate Seal]

\_\_\_\_\_  
Treasurer

Attest:

\_\_\_\_\_  
Assistant Secretary

PUBLIC EMPLOYEES' RETIREMENT  
ASSOCIATION OF COLORADO,

by

[Seal]

Assistant Executive Secretary

Attest:

Assistant Executive Secretary

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity but solely as Trustee  
as aforesaid,

by

[Corporate Seal]

Authorized Officer

Attest:

Authorized Officer



STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this                      day of May 1981, before me personally appeared                      , to me personally known, who being by me duly sworn, says that he is a                      of GENERAL AMERICAN TRANSPORTATION CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

## My Commission Expires

STATE OF COLORADO, )  
 ) ss.:  
COUNTY OF DENVER, )

On this                    day of May 1981, before me personally appeared                    , to me personally known, who being by me duly sworn, says that he is a                    of PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO, that one of the seals affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Association.

Notary Public

[Notarial Seal]

## My Commission Expires

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this                    day of May 1981, before me personally appeared                    , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

## My Commission Expires

INSTRUCTION OF OWNER TO TRUSTEE

The Connecticut Bank and  
Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115.

Attention of Corporate Trust Department.

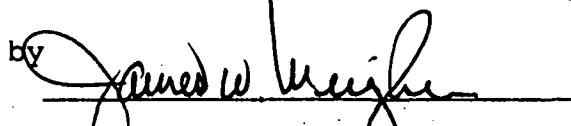
Dear Sirs:

Reference is made to a Trust Agreement dated as of September 15, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into Amendment Agreement No. 2 dated as of May 1, 1981, amending the Lease and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

WESTINGHOUSE CREDIT CORPORATION,

by

  
Title: Manager, Leveraged Leasing

Date:

6/17/81

[Corporate Seal]

Attest:



Assistant Secretary

Lease of Railroad Equipment

## SCHEDULE B

## Casualty Value Percentage Schedule

Table 1

<u>Rental Payment Date</u>	<u>Percentage</u>
1/5/81	84.0794
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7/5/83	88.3924
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7/5/99	33.3611
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Table 2

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<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
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Fifth	13.0218
Seventh	6.5099

Lease of Railroad Equipment

## SCHEDULE C

## Termination Value Percentage Schedule

<u>Termination Date</u>	<u>Percentage</u>
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1/5/89	87.4653
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7/5/90	81.1981
1/5/91	78.4776
7/5/91	76.2239
1/5/92	73.3408
7/5/92	70.9152
1/5/93	67.9307
7/5/93	65.3945
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7/5/99	28.6730
1/5/00	25.1661
7/5/00	21.5193
1/5/01	20.0000
7/5/01	20.0000
1/5/02	20.0000
7/5/02	20.0000
1/5/03	20.0000